Postal Regulatory Commission Submitted 8/25/2017 3:41:34 PM Filing ID: 101370 Accepted 8/25/2017

BEFORE THE POSTAL REGULATORY COMMISSION WASHINGTON, D.C. 20268–0001

COMPETITIVE PRODUCT PRICES GLOBAL PLUS 1D (CP2016-193) NEGOTIATED SERVICE AGREEMENT

Docket No. CP2017-252

COMPETITIVE PRODUCT PRICES GLOBAL PLUS 1D (CP2016-193) NEGOTIATED SERVICE AGREEMENT

Docket No. CP2017-253

COMPETITIVE PRODUCT PRICES GLOBAL PLUS 1D (CP2016-193) NEGOTIATED SERVICE AGREEMENT

Docket No. CP2017-256

COMPETITIVE PRODUCT PRICES GLOBAL PLUS 1D (CP2016-193) NEGOTIATED SERVICE AGREEMENT

Docket No. CP2017-257

NOTICE OF THE UNITED STATES POSTAL SERVICE OF FILING MODIFICATIONS IN RESPONSE TO ORDER NO. 4048 (August 24, 2017)

In Order No. 4048, the Postal Regulatory Commission (Commission) included the agreements in the docket numbers listed above within the Global Plus 1D (CP2016-193) product. In that order, the Commission conditionally approved a modification to each of the agreements if such modifications were "(1) filed with[in] 90 days of the date of this Order; (2) has an effective date no earlier than its date of filing; and (3) makes no

changes to that Agreement other than a revision of Annex 3 to be consistent with the workpapers."

In response to Order No. 4048, the Postal Service hereby provides notice of filing modifications to the agreements that are the subject of the docket numbers listed above. Each modification revises Annex 3 to be consistent with the workpapers for that contract. The Postal Service intends for the effective date of such modifications to be the date of this filing.

The Postal Service hereby provides, in Attachments 1 to 4 to this notice, a redacted version of each of the modifications to the agreements that are the subject of the docket numbers listed above. In addition, the Postal Service is filing an unredacted versions of each modification under seal and relies upon the Application for Non-Public Treatment that the Postal Service included in its initial filings in the dockets listed above.²

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¹ PRC Order No. 4048, Order Approving Additional Global Plus 1D Negotiated Service Agreements and Conditionally Approving Modifications, Docket Nos. CP2017-252 to CP2017-253, CP2017-256 to CP2017-257, August 16, 2017, at 5.

² Notice of the United States Postal Service of Filing a Functionally Equivalent Global Plus 1D Negotiated Service Agreement and Application for Non-Public Treatment of Materials Filed Under Seal, Docket No. CP2017-252, August 3, 2017; Notice of the United States Postal Service of Filing a Functionally Equivalent Global Plus 1D Negotiated Service Agreement and Application for Non-Public Treatment of Materials Filed Under Seal, Docket No. CP2017-253, August 3, 2017; Notice of the United States Postal Service of Filing a Functionally Equivalent Global Plus 1D Negotiated Service Agreement and Application for Non-Public Treatment of Materials Filed Under Seal, Docket No. CP2017-256, August 3, 2017; Notice of the United States Postal Service of Filing a Functionally Equivalent Global Plus 1D Negotiated Service

Respectfully submitted,

UNITED STATES POSTAL SERVICE

By its attorneys:

Anthony F. Alverno Chief Counsel Global Business and Service Development Corporate and Postal Business Law Section

Audrey J. Kim Christopher C. Meyerson Attorney

475 L'Enfant Plaza, S.W. Washington, D.C. 20260-1137 (202) 268-5593; Fax -5628 Audrey.Kim@usps.gov August 24, 2017

Agreement and Application for Non-Public Treatment of Materials Filed Under Seal, Docket No. CP2017-257, August 4, 2017.

This	Modification	amends	the	Global	Custor	mized	Mail Ag	reen	nent	("Agree	ment	") betv	veer	n		
			("Ma	iler"), w	ith offic	ces at							an	d the	United	States
Posta	al Service ("USPS"),	an	indepe	ndent	establi	shment	of	the	Executiv	ve B	ranch	of	the	United	States
Gove	rnment, with	offices at	475	L'Enfa	nt Plaz	a SW,	Washir	igton	, DC	20260-	9998	signe	d by	y the	Mailer o	on July
	017, and by															
	y" and togeth															

The purpose of this Modification is to make the following change to the Agreement.

Annex 3 shall now be replaced with the Annex 3 attached to this Modification.

All other terms and conditions of the Agreement shall remain in force.

The USPS will notify the Mailer of the Effective Date of this Modification as soon as possible within thirty (30) days after receiving the approval of the entities that have oversight responsibilities for the USPS.

The Parties acknowledge and understand that all obligations of the USPS under this Modification shall be contingent on the USPS receiving approvals from one or more internal and external bodies that have oversight responsibilities ("Conditions Precedent"). Conditions Precedent may include, but are not limited to: approvals or, if applicable, non-objection, from responsible USPS management officials, the USPS Board of Governors, the USPS Governors, the Postal Regulatory Commission, and/or any other governmental body with oversight responsibility for the USPS. The Parties acknowledge that this Modification may not be approved by such individuals or bodies. Until such time that all Conditions Precedent are fulfilled that are necessary to allow the USPS to provide the products or services contemplated under the Agreement, no obligation shall exist for the USPS and no benefit shall inure to either Party. In the event that the Conditions Precedent are not fulfilled, the USPS shall have no liability, which shall include no obligation to pay costs associated with any action taken by the Mailer prior to the Effective Date of this Modification. Further, in the event of termination of the Agreement or the failure of any Condition Precedent, the USPS shall not be held liable for any damages including, without limitation, actual, special, indirect, incidental, punitive, consequential, or any other damages, which shall include but not be limited to damages for loss of business profits; business interruption; any other loss; and/or any costs incurred by either Party attributable to such non-approval such as attorney's fees.

The Mailer acknowledges that this Modification and supporting documentation will be filed with the Postal Regulatory Commission ("Commission") in a docketed proceeding (CP2017-252). The Mailer authorizes the USPS to determine the scope of information that must be made publicly available in any Commission docketed proceeding in which information related to this Modification must be filed. The Mailer further understands that any unredacted portion of the Modification or supporting information will be available on the Commission's public website, http://www.prc.gov. In addition, the USPS may be required to file information in connection with this instrument (including revenue, cost or volume data) in other Commission dockets, including the Commission docket number for the Annual Compliance Report (ACR) for the USPS fiscal year(s) in which this Agreement is in effect. Each ACR docket has a distinct docket number, such as ACR201#, in which "201#" signifies the USPS fiscal year to which the ACR pertains. The Mailer has the right, in accordance with the Commission's rules, to address its confidentiality concerns directly with the Commission. The procedure for making an application to the Commission for non-public treatment of materials believed to be protected from disclosure is found at Title 39, Federal Regulations, Section 3007.22 found on the Commission's http://www.prc.gov/Docs/63/63467/Order225.pdf.

The Parties may execute this Modification in one or more counterparts (including by facsimile or by electronic means such as .pdf format). Not all Parties need be signatories to the same document. All counterpart signed documents shall be deemed an original and one instrument.

CONFIDENTIAL

USPS /

In witness whereof, this Modification is deemed executed on the latter of the two dates accompanying the Parties' signatures.

ON BEHALF OF THE UNITED STATE	5 POSTAL SERVICE:
Signature:	Janach W. Ross
Name:	Donald W Ross
Title:	Director, International Sales
Date	8-23-17
ON BEHALF OF	
Signature:	
Name:	
Title:	
Date:	8/23/17



This Modification amends the Global Customized Mail Agreement ("Agree	ment") between
("Mailer"), with offices at	and the United States Postal Service
("USPS"), an independent establishment of the Executive Branch of the Uni	ited States Government, with offices at
475 L'Enfant Plaza SW, Washington, DC 20260-9998, signed by the Mailer	r on August 1, 2017, and by the USPS
on August 1, 2017. The Mailer and the USPS may be referred to individ	ually as a "Party" and together as the
"Parties "	

The purpose of this Modification is to make the following change to the Agreement.

Annex 3 shall now be replaced with the Annex 3 attached to this Modification.

All other terms and conditions of the Agreement shall remain in force.

The USPS will notify the Mailer of the Effective Date of this Modification as soon as possible within thirty (30) days after receiving the approval of the entities that have oversight responsibilities for the USPS.

The Parties acknowledge and understand that all obligations of the USPS under this Modification shall be contingent on the USPS receiving approvals from one or more internal and external bodies that have oversight responsibilities ("Conditions Precedent"). Conditions Precedent may include, but are not limited to: approvals or, if applicable, non-objection, from responsible USPS management officials, the USPS Board of Governors, the USPS Governors, the Postal Regulatory Commission, and/or any other governmental body with oversight responsibility for the USPS. The Parties acknowledge that this Modification may not be approved by such individuals or bodies. Until such time that all Conditions Precedent are fulfilled that are necessary to allow the USPS to provide the products or services contemplated under the Agreement, no obligation shall exist for the USPS and no benefit shall inure to either Party. In the event that the Conditions Precedent are not fulfilled, the USPS shall have no liability, which shall include no obligation to pay costs associated with any action taken by the Mailer prior to the Effective Date of this Modification. Further, in the event of termination of the Agreement or the failure of any Condition Precedent, the USPS shall not be held liable for any damages including, without limitation, actual, special, indirect, incidental, punitive, consequential, or any other damages, which shall include but not be limited to damages for loss of business profits; business interruption; any other loss; and/or any costs incurred by either Party attributable to such non-approval such as attorney's fees.

The Mailer acknowledges that this Modification and supporting documentation will be filed with the Postal Regulatory Commission ("Commission") in a docketed proceeding (CP2017-253). The Mailer authorizes the USPS to determine the scope of information that must be made publicly available in any Commission docketed proceeding in which information related to this Modification must be filed. The Mailer further understands that any unredacted portion of the Modification or supporting information will be available on the Commission's public website, http://www.prc.gov. In addition, the USPS may be required to file information in connection with this instrument (including revenue, cost or volume data) in other Commission dockets, including the Commission docket number for the Annual Compliance Report (ACR) for the USPS fiscal year(s) in which this Agreement is in effect. Each ACR docket has a distinct docket number, such as ACR201#, in which "201#" signifies the USPS fiscal year to which the ACR pertains. The Mailer has the right, in accordance with the Commission's rules, to address its confidentiality concerns directly with the Commission. The procedure for making an application to the Commission for non-public treatment of materials believed to be protected from disclosure is found at Title 39, 3007.22 Commission's website. of Federal Regulations. found on the Section http://www.prc.gov/Docs/63/63467/Order225.pdf.

The Parties may execute this Modification in one or more counterparts (including by facsimile or by electronic means such as .pdf format). Not all Parties need be signatories to the same document. All counterpart signed documents shall be deemed an original and one instrument.

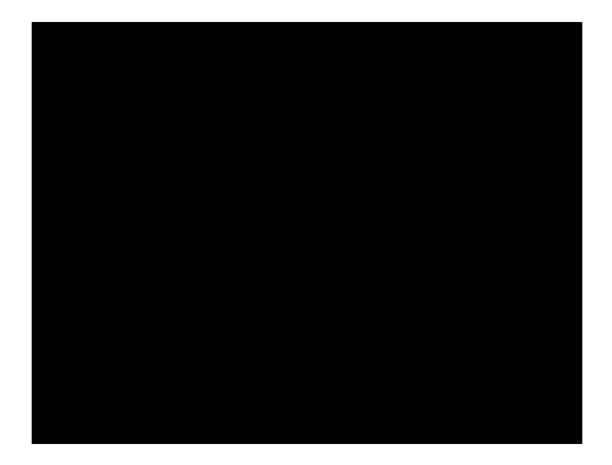
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USPS/

In witness whereof, this Modification is deemed executed on the latter of the two dates accompanying the Parties' signatures.

ON BEHALF C	OF THE UNITED STATES	S POSTAL SERVICE:
	Signature:	Constal SERVICE:
	Name:	Donald W Ross
	Title:	Director, International Sales
	Date	8-24-17
ON BEHALF C	F	
	Signature:	
	Name:	
	Title:	
	Date:	8123117

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USPS/

This Modification amends the Global Customized Mail Agreement ("Agreement") between ("Mailer"), with offices at and the United States Postal Service ("USPS"), an independent establishment of the Executive Branch of the United States Government, with offices at 475 L'Enfant Plaza SW, Washington, DC 20260-9998, signed by the Mailer on July 28, 2017, and by the USPS on July 28, 2017. The Mailer and the USPS may be referred to individually as a "Party" and together as the "Parties."

The purpose of this Modification is to make the following change to the Agreement.

Annex 3 shall now be replaced with the Annex 3 attached to this Modification.

All other terms and conditions of the Agreement shall remain in force.

The USPS will notify the Mailer of the Effective Date of this Modification as soon as possible within thirty (30) days after receiving the approval of the entities that have oversight responsibilities for the USPS.

The Parties acknowledge and understand that all obligations of the USPS under this Modification shall be contingent on the USPS receiving approvals from one or more internal and external bodies that have oversight responsibilities ("Conditions Precedent"). Conditions Precedent may include, but are not limited to: approvals or, if applicable, non-objection, from responsible USPS management officials, the USPS Board of Governors, the USPS Governors, the Postal Regulatory Commission, and/or any other governmental body with oversight responsibility for the USPS. The Parties acknowledge that this Modification may not be approved by such individuals or bodies. Until such time that all Conditions Precedent are fulfilled that are necessary to allow the USPS to provide the products or services contemplated under the Agreement, no obligation shall exist for the USPS and no benefit shall inure to either Party. In the event that the Conditions Precedent are not fulfilled, the USPS shall have no liability, which shall include no obligation to pay costs associated with any action taken by the Mailer prior to the Effective Date of this Modification. Further, in the event of termination of the Agreement or the failure of any Condition Precedent, the USPS shall not be held liable for any damages including, without limitation, actual, special, indirect, incidental, punitive, consequential, or any other damages, which shall include but not be limited to damages for loss of business profits; business interruption; any other loss; and/or any costs incurred by either Party attributable to such non-approval such as attorney's fees.

The Mailer acknowledges that this Modification and supporting documentation will be filed with the Postal Regulatory Commission ("Commission") in a docketed proceeding (CP2017-256). The Mailer authorizes the USPS to determine the scope of information that must be made publicly available in any Commission docketed proceeding in which information related to this Modification must be filed. The Mailer further understands that any unredacted portion of the Modification or supporting information will be available on the Commission's public website, http://www.prc.gov. In addition, the USPS may be required to file information in connection with this instrument (including revenue, cost or volume data) in other Commission dockets, including the Commission docket number for the Annual Compliance Report (ACR) for the USPS fiscal year(s) in which this Agreement is in effect. Each ACR docket has a distinct docket number, such as ACR201#, in which "201#" signifies the USPS fiscal year to which the ACR pertains. The Mailer has the right, in accordance with the Commission's rules, to address its confidentiality concerns directly with the Commission. The procedure for making an application to the Commission for non-public treatment of materials believed to be protected from disclosure is found at Title 39. Federal Regulations, Section 3007.22 found on the Commission's http://www.prc.gov/Docs/63/63467/Order225.pdf.

The Parties may execute this Modification in one or more counterparts (including by facsimile or by electronic means such as .pdf format). Not all Parties need be signatories to the same document. All counterpart signed documents shall be deemed an original and one instrument.

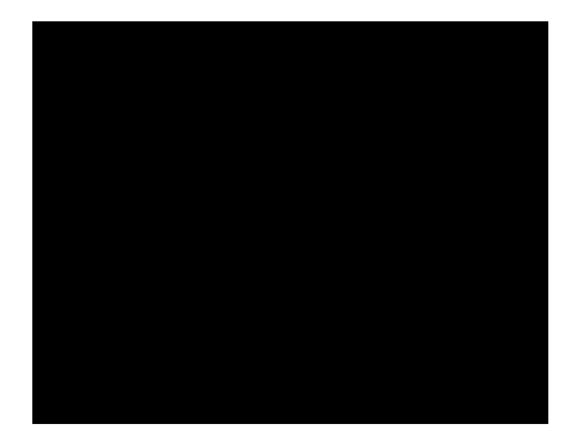
CONFIDENTIAL

USPS /

08/2017

In witness whereof, this Modification is deemed executed on the latter of the two dates accompanying the Parties' signatures.

ON BEHALF OF THE UNITED STATES F	OSTAL SERVICE:
Signature:	Consta W. Kass
Name:	Donald W Ross
Title:	Director, International Sales
Date	8-24-17
ON BEHALF OF	
Signature:	
Name:	
Title:	
Date:	August 23, 2017



This Modification amends th	ne Global Customized	Mail Agreement ("Agreement	nt") between	
("Mailer"), with offices at			and the Un	ited States Posta
Service ("USPS"), an indepe	ndent establishment of	the Executive Branch of the	United States	Government, with
offices at 475 L'Enfant Plaza	SW, Washington, DC 2	20260-9998, signed by the Ma	ailer on July 31	I, 2017, and by the
USPS on July 31, 2017. Th	e Mailer and the USPS	6 may be referred to individua	ally as a "Part	y" and together as
the "Parties."				

The purpose of this Modification is to make the following change to the Agreement.

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The Mailer acknowledges that this Modification and supporting documentation will be filed with the Postal Regulatory Commission ("Commission") in a docketed proceeding (CP2017-257). The Mailer authorizes the USPS to determine the scope of information that must be made publicly available in any Commission docketed proceeding in which information related to this Modification must be filed. The Mailer further understands that any unredacted portion of the Modification or supporting information will be available on the Commission's public website, http://www.prc.gov. In addition, the USPS may be required to file information in connection with this instrument (including revenue, cost or volume data) in other Commission dockets, including the Commission docket number for the Annual Compliance Report (ACR) for the USPS fiscal year(s) in which this Agreement is in effect. Each ACR docket has a distinct docket number, such as ACR201#, in which "201#" signifies the USPS fiscal year to which the ACR pertains. The Mailer has the right, in accordance with the Commission's rules, to address its confidentiality concerns directly with the Commission. The procedure for making an application to the Commission for non-public treatment of materials believed to be protected from disclosure is found at Title 39, the Commission's found on Code of Federal Regulations, Section 3007.22 http://www.prc.gov/Docs/63/63467/Order225.pdf.

The Parties may execute this Modification in one or more counterparts (including by facsimile or by electronic means such as .pdf format). Not all Parties need be signatories to the same document. All counterpart signed documents shall be deemed an original and one instrument.



In witness whereof, this Modification is deemed executed on the latter of the two dates accompanying the Parties' signatures.

ON BEHALF O	F THE UNITED STATES T	
	Signature:	Janel W. Loss
	Name:	Donald W Ross
	Title:	Director, International Sales
	Date	8-23-17
ON BEHALF O	F	
	Signature:	-
	Name:	_
	Title:	
	Date:	8/23/2017

CONFIDENTIAL

Modification One Page 2 of 3



08/2017



Modification One Page 3 of 3